

Decision 89 08 032

AUG 3 1989

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Diane Romano and Jim D. Keever, )

Complainants, )

vs. )

Roseville Telephone Company, )  
Pacific Bell, and AT&T )  
Communications of California, )  
Inc., )

Defendants. )

(ECP)  
Case 88-12-045  
(Filed December 23, 1988)

OPINION

Diane Romano and Jim Keever (complainants) are residential customers of Roseville Telephone Company (Roseville). During the period in question, complainants made calls terminating in the Pacific Bell (Pacific) service area using AT&T Communications of California, Inc. (AT&T) as the interLATA carrier.

In late 1988, the complainants complained about service trouble, incorrect billings, and disconnections for nonpayment to the Commission's Consumer Affairs Branch (CAB). The complainants were not satisfied with the response of the CAB. On December 23, 1988 complainants filed this action against the three telephone utilities to seek, among other things, relief from high phone bills experienced from June, 1988 to the date of filing. On January 5, 1989, complainants deposited \$297.46 of a disputed bill with the Commission.

The complainants allege that Roseville, which provides them with local exchange service, has previously mishandled their change of service orders, has improperly denied Ms. Romano Universal Telephone Lifeline Service, has billed for uncompleted

calls and for calls not made by complainants, provides inadequate billing information, and maintains faulty switching equipment.

The complainants believe that they were improperly billed for long distance calls shown on their monthly bill for local exchange service and thus joined AT&T and Pacific as defendants.

Evidentiary hearing was held on February 21, 1989 at the Placer County Library in Auburn. It was attended by both of the complainants and representatives of each of the three defendant telephone companies.

The complainants disputed whether certain calls to Pacific's serving territory were ever made from their phones. Moreover, they were dissatisfied with the amounts billed for those calls. The representatives of AT&T and Pacific explained that the recording, timing, and billing of calls originating from the complainants' telephone lines was done by Roseville's telephone switching equipment. After an informal discussion of the billing and transport process with the defendants, complainants agreed to dismiss their complaint with respect to AT&T and Pacific.

The gravamen of complainants' position is that their phone bills are excessive. They did not identify and contest any specific calls for which they were billed. Instead, they challenged different aspects of their phone service to find a means of lowering their monthly bills.

#### Service Complaints

Ms. Romano had telephone service billed at the Universal Lifeline Telephone Service (ULTS) rate at her former residence. She questioned Roseville's refusal to extend ULTS rates to her when she moved to her current address in November of 1988. Roseville stated that eligibility for ULTS rates is based on total household income, not the individual ratepayer's income. Roseville had observed that Ms. Romano's address was the same as Mr. Keever's and concluded that the two of them comprised a single household. Since Mr. Keever had not applied for ULTS service, Roseville

concluded that the household would not qualify for the ULTS rate. Roseville therefore determined that Ms. Romano should not be eligible for the ULTS rate. Roseville is correct in its analysis.

According to Mr. Keever, Roseville indicated that it would not provide service to two ratepayers at one address and that one person must be the customer of record for the two residential lines. There is no such requirement in Roseville's tariffs. If each of the complainants desires to be the customer of record for his or her own telephone line, then Roseville must make the appropriate billing change.

The real controversy arises when, if as a ratepayer, Ms. Romano requests ULTS rates. In this case, Ms. Romano's eligibility for ULTS rates depends on the definition of "household." Testimony at the hearing shows that Ms. Romano and Mr. Keever comprise a single household. When this point was established at the hearing, complainants did not allege that their combined income is within the ULTS income limit. Therefore, complainants should not be entitled to the ULTS rate for either telephone line.

Mr. Keever claims that he was unfairly assessed a disconnection charge of \$13.50 and a returned check charge of \$5.00. Without admitting any wrongdoing, Roseville agreed at the hearing to refund those fees to the complainants. Roseville's spirit of compromise is appreciated, and that offer will be accepted on behalf of the complainants.

Mr. Keever complained that Roseville's monthly bill does not indicate when payments are credited to the customer's account and fails to itemize the cost of optional services that have been subscribed to. He believes this information should be provided on the monthly bill. Roseville admitted these deficiencies and stated that its new billing system, to be installed late July - early August of this year, would itemize those credits and expenses on the monthly bill.

The complainants questioned when Roseville would provide equal access to all IEC's. Roseville responded that the company will commence its equal access balloting later this year.

The complainants state that they occasionally reach a recording that tells them that their call cannot be completed. Complainants believe that they are being charged for those calls. Roseville clarified that the utility's switches commence billing when a signal is received from the called number, and since only the utility's own equipment is reached and generates the recorded message, no billing for incomplete calls can occur.

Mr. Keever asserted that Roseville would not assist him to determine what kinds of optional calling plans might save him money. Roseville responded that a service evaluation was undertaken with complainants last year. It was discovered that much of the high bills were due to the 80 cent per call charge assessed on telephone credit card calls. Mr. Keever admitted that recent bills have declined since he uses his credit card less.

The presiding Administrative Law Judge (ALJ) required Roseville to review Mr. Keever's service options with him again to determine the least costly way for him to meet his telephone service needs. A report of the parties' meeting and exchange of information was provided the ALJ on March 8, 1989. According to the report, there are no optional calling plans or extended area services available to the complainants that would reduce their phone usage bills. Roseville has complied in good faith with the ALJ's direction.

#### Defective Service

The complainants alleged that their telephone service was unreliable. Complainants state that Ms. Romano suffers from a disability which confines her to the house. The residence is served by two residential lines. Ms. Romano uses a personal computer, which sometimes requires the use of one of the phone lines. That line is used consistently for the computer; the other

is free to receive incoming calls. Mr. Keever has placed calls to the residence, knowing that Ms. Romano was at home, and has heard ringing on the line. Ms. Romano, at home, would not have heard the phone ring. In other cases, the complainants would attempt to call out on their lines but would only hear busy signals.

Out of frustration, the complainants purchased a device from Radio Shack which records outgoing calls and their duration on an adding machine-like tape. They began recording their calls on February 17, 1989. Roseville suggested that each line be tested by both the complainants' Radio Shack device and the utility's Northern Telecom computerized testing system for one week. Records of outgoing calls and their destination, incoming calls and their origination, and the time and duration of the calls would be maintained. At the end of the week, the call records of the utility and the complainants would be compared.

At the hearing, the ALJ ordered Roseville and the complainants to commence their test of one line, 784-1585, for seven calendar days beginning on February 27, 1989, at 8:00 a.m. The test for the other line, 785-5412, would commence on March 7, 1989. The parties were to examine the test results and file a summary of the test results with the ALJ. The matter was to be submitted upon completion of the tests.

The first test was completed on schedule. No problems were noted. A report of the results was prepared by Roseville, but the complainants would not sign it because it did not address the large bills they had incurred in the past. Attempts by Roseville to conduct the second test have been unsuccessful. In correspondence to the ALJ, the complainants continue to seek relief for their previous high bills.

#### Discussion

The complainants' case, though multi-faceted, primarily alleges that they have been harmed by improper billing, which has resulted in high bills and poor quality service. The complainants

have the burden of proving that the defendant utility failed to do something it was required to do in the provision of utility services to them.

They did not sustain the burden of coming forward with evidence of specific circumstances where they were billed in error. Unless the complainant specifies which calls were not made by them or which rates were improperly applied, the defendant has no notice of conduct for which it may be liable for. The Commission cannot evaluate whether the complainant has suffered harm, and to what extent. Thus, it cannot provide any relief to the complainants on the issue of high bills. ✓

As to the quality of service, it appears that the solution arrived at by the parties and the ALJ at the hearing was an equitable and timely means for addressing any current quality of service problems. Both parties were to record call activity on the lines, compare results, and correct whatever problems were revealed by the tests. The test on one line showed no discrepancies between the customer's records and the utility's record. The complainants chose to forego the test on their second line. The utility documented its attempts to arrange for the test to the ALJ. The ALJ wrote to complainants to remind them of the agreed-upon test procedure. The deadline for settlement through the test process was extended from March 13, 1989 to May 12, 1989. The complainants did not accept the offer for the second test.

It appears that the testimony of the complainants alleging defective service has been counterbalanced by the results of the test on 784-1585. The complainant's refusal to cooperate with the test on 786-5412 undermines their assertions that service continues to be deficient. There is no evidence to support a finding that Roseville is providing faulty telephone service to complainants. However, if Ms. Romano wishes to have local exchange service in her own name at her current address, Roseville's tariffs do not preclude such an arrangement. ✓

ORDER

Therefore, IT IS ORDERED that:

1. The complaint of Diane Romano and Jim D. Keever against Roseville Telephone Company, Pacific Bell Telephone Company, and AT&T Communications of California, Inc. is denied.
2. The \$297.46 paid by complainants to the Commission escrow fund shall be released to defendant Roseville Telephone Company.
3. Roseville Telephone Company shall remit \$18.50 to complainant Jim D. Keever.

This order becomes effective 30 days from today.

Dated AUG 3 1989, at San Francisco, California.

G. MITCHELL WILK  
President  
FREDERICK R. DUDA  
JOHN B. OHANIAN  
PATRICIA M. ECKERT  
Commissioners

Commissioner Stanley W. Hulett,  
being necessarily absent, did not  
participate.

I CERTIFY THAT THIS DECISION  
WAS APPROVED BY THE ABOVE  
COMMISSIONERS TODAY.

*Victor Weisser*  
Victor Weisser, Executive Director

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